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Doc#: 0716502285 Fee: \$34.50
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Cook County Recorder of Deeds
Date: 06/14/2007 02:48 PM Pg: 1 of 6

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A.
Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606



3626367+7

BOKIOS, THEODORE
MODIFICATION AGREEMENT

00414511507951

FOR RECORDER'S USE ONLY

This Modification Agreement prepared by:

BEATRICE SELLA, PROCESSOR
111 E WISCONSIN AVENUE
MILWAUKEE, WI 53202

414511507951

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated May 3, 2007, is made and executed between THEODORE S BOKIOS, whose address is 6450 W BERTEAU AVE APT 406, CHICAGO, IL 60634 (referred to below as "Borrower"), THEODORE S BOKIOS, whose address is 6450 W BERTEAU AVE APT 406, CHICAGO, IL 60634; A SINGLE PERSON (referred to below as "Grantor"), and JPMORGAN CHASE BANK, N.A. (referred to below as "Lender"), whose address is 1111 Polaris Parkway, Columbus, OH 43240.

RECITALS

Lender has extended credit to Borrower pursuant to a Home Equity Line of Credit Agreement and Disclosure Statement dated **April 8, 2004**, (the "Equity Line Agreement"). The debt evidenced by the Equity Line Agreement is secured by a Mortgage/Deed of Trust/Security Deed dated **April 8, 2004** and recorded on **April 23, 2004** in Recording/Instrument Number **0411416032**, in the office of the County Clerk of **COOK, Illinois** (the "Mortgage").

The Equity Line Agreement and the Mortgage were subsequently modified by modification agreement dated **October 14, 2005** and recorded on **December 13, 2005** in Recording/Instrument Number **0534722000** in the office of the County Clerk of **COOK, Illinois**.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in COOK County, State of Illinois:

TAX ID 13-18-409-074-1128

UNIT 3-406 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLENLAKE CONDOMINIUM NO. 2 AS DELINEATED AND DEFINED IN THE

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DECLARATION RECORDED AS DOCUMENT NUMBER 99465987, AS AMENDED FROM TIME TO TIME, IN PART OF THE SOUTH FRACTIONAL HALF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID UNTIL SET FORTH IN THE DECLARATION OF CONDOMINIUM; AND GRANTOR RESERVE TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING LAND DESCRIBED THEREIN. THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. THIS DEED IS SUBJECT TO: REAL ESTATE TAXES NOT YET DUE AND PAYABLE; THE ILLINOIS CONDOMINIUM PROPERTY ACT; THE CONDOMINIUM DECLARATION; THE HOMEOWNER'S DECLARATION FOR GLENLAKE; COVENANTS, CONDITIONS AND RESTRICTIONS AND BUILDING LINES OF RECORD; EASEMENTS EXISTING OR OF RECORD; SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED AND DRAINAGE DISTRICT OR OTHER ASSESSMENTS OR INSTALLMENTS THEREOF, NOT DUE AS THE DATE OF CLOSING. GRANTOR ALSO HEREBY GRANTS AND ASSIGNS TO GRANTEE, THEIR SUCCESSORS AND ASSIGNS, PARKING SPACE NUMBER P3-34 AND STORAGE SPACE NUMBER S3-34 WHICH ARE LIMITED COMMON ELEMENTS AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM. 13-18-409-074-1128.

The Real Property or its address is commonly known as 6450 W BERTEAU AVE APT 406, CHICAGO, IL 60634. The Real Property tax identification number is 13-18-409-074-1128.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Borrower, Grantor/Trustor and Lender hereby agree as follows:

The Equity Line Agreement is hereby amended to change the amount of credit available to Borrower ("Credit Limit") to **\$93,000.00**. The Mortgage is hereby amended to state that the total amount secured by the Mortgage shall not exceed **\$93,000.00** at any one time.

CONTINUING VALIDITY. Except as expressly modified above and by previous modification(s), if any, specified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction, novation or partial release of the Equity Line Agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Credit Line Agreement, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage or any prior modification thereto does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

IDENTITY OF ORIGINAL LENDER. Unless Lender or a predecessor in interest purchased the Borrower's Equity Line Agreement from an unaffiliated third party, the original Equity Line Agreement was entered into by and between Borrower and one of the following named lenders: JPMorgan Chase Bank, N.A.; JPMorgan Chase Bank; Chase Manhattan Bank USA, N.A. (now known as Chase Bank USA, N.A.); The Chase Manhattan Bank; The Chase Manhattan Bank, N.A.; Chemical Bank; Chemical Bank, N.A.; Bank One, N.A.; Bank One, Arizona, N.A.; Bank One, Colorado, N.A.; Bank One, Illinois, N.A.; Bank One, Indiana, N.A.; Bank One, Kentucky, N.A.; Bank One, Louisiana, N.A.; Bank One, Oklahoma, N.A.; Bank

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One, Utah, N.A.; Bank One, West Virginia, N.A.; Bank One, Wisconsin, N.A.; or Bank One, Wheeling-Steubenville, N.A. JPMorgan Chase Bank, N.A. was formerly known as JPMorgan Chase Bank, The Chase Manhattan Bank and Chemical Bank. JPMorgan Chase Bank, N.A. is successor by merger to all the "Bank One" entities as well as The Chase Manhattan Bank, N.A. Chase Bank USA, N.A. is successor by merger to Chemical Bank, N.A. JPMorgan Chase Bank, N.A. also acquired certain Equity Line assets from Chase Bank USA, N.A. In any event, JPMorgan Chase Bank, N.A. is the owner of the Borrower's Equity Line Agreement and is authorized to enter into this Modification Agreement.

APPLICABLE LAW. Except to the extent that federal law shall be controlling, Borrower's rights, Lender's rights, and the terms of Borrower's Credit Line Agreement, as changed by this Modification Agreement, shall be governed by Ohio law. For purposes of allowable interest charges, 12 U.S.C. Section 85 incorporates Ohio law.

BORROWER AND GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AGREEMENT AND BORROWER AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION AGREEMENT IS DATED MAY 3, 2007.

BORROWER:

x Theodore S. Bokios
THEODORE S BOKIOS, Individually

GRANTOR:

x Theodore S. Bokios
THEODORE S BOKIOS, Individually

LENDER:

x Stew Rubelinger
Authorized Signer

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MODIFICATION AGREEMENT

Loan No: 414511507951

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill)
)
 COUNTY OF Essex) SS
)

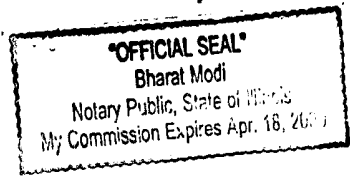
On this day before me, the undersigned Notary Public, personally appeared **THEODORE S BOKIOS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of May, 2007.

By [Signature] Residing at 181 Dunbar Rd Northbrook

Notary Public in and for the State of Ill

My commission expires Apr 18, 2008



Property of Cook County Clerk's Office

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MODIFICATION AGREEMENT

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INDIVIDUAL ACKNOWLEDGMENT

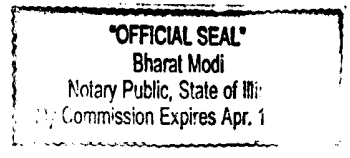
STATE OF Ill)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **THEODORE S BOKIOS**, to me known to be the individual described in and who executed the Modification Agreement, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of May, 2007.

By [Signature] Residing at 2801 Dunseath North
 Notary Public in and for the State of Ill

My commission expires Apr 16 2009



Property of Cook County Clerk's Office

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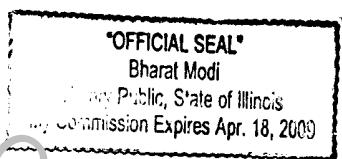
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Ill)
)
 COUNTY OF Cook) SS
)

On this 3rd day of May 2007 before me, the undersigned Notary Public, personally appeared [Signature] and known to me to be the [Signature], authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By [Signature] Residing at 2701 Dutee St
[Signature] Northbrook
 Notary Public in and for the State of Ill
 My commission expires Apr 18, 2009



Cook County Clerk's Office